

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO.05-107

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed bid for:

LANDSCAPE MAINTENANCE SERVICES at Charles H. Gere Branch Library, Victor E. Anderson Branch Library, South Branch Library and Bethany Branch Library

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 27, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

All bidders are encouraged to attend a pre-bid meeting at the Charles Gere Library, 2400 S. 56th St., Conference Room 1 on Thursday, April 21, 2005 at 3:30 p.m.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**PROPOSAL
SPECIFICATION NO. 05-107**

LANDSCAPE MAINTENANCE SERVICES

at

**Charles H. Gere Branch Library, Victor E. Anderson Branch Library,
South Branch Library and Bethany Branch Library**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, April 27, 2005**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

Charles H. Gere Branch Library

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>Mowing (price per mowing):</u>				
Buffalo Grass	\$ _____	\$ _____	\$ _____	\$ _____
Little Bluestem	\$ _____	\$ _____	\$ _____	\$ _____
Wildflowers and mid-grass prairie	\$ _____	\$ _____	\$ _____	\$ _____
Fescue	\$ _____	\$ _____	\$ _____	\$ _____
<u>Watering (per application):</u>				
Buffalo Grass	\$ _____	\$ _____	\$ _____	\$ _____
Little Bluestem	\$ _____	\$ _____	\$ _____	\$ _____
Wildflowers and mid-grass prairie	\$ _____	\$ _____	\$ _____	\$ _____
Fescue	\$ _____	\$ _____	\$ _____	\$ _____
Landscape trees and shrubs	\$ _____	\$ _____	\$ _____	\$ _____

Charles H. Gere Branch Library, Cont.

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>Fertilization:</u>				
Buffalo Grass	\$ _____	\$ _____	\$ _____	\$ _____
Little Bluestem	\$ _____	\$ _____	\$ _____	\$ _____
Fescue	\$ _____	\$ _____	\$ _____	\$ _____

Chemical Weed Control:

Contractor will be held responsible for any damages caused by chemical application.

Buffalo Grass -- Nutsedge control/application	\$ _____	\$ _____	\$ _____	\$ _____
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Little Bluestem -- Nutsedge control/application	\$ _____	\$ _____	\$ _____	\$ _____
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Fescue -- Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Spot treatment of broadleaf weeds in all turf areas per 100 sq. ft. of treatment	\$ _____	\$ _____	\$ _____	\$ _____
Spring Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Fall Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Prairie Plot Maintenance	\$ _____	\$ _____	\$ _____	\$ _____
Optionals:				
Power Raking	\$ _____	\$ _____	\$ _____	\$ _____
Wildflower Maintenance	\$ _____	\$ _____	\$ _____	\$ _____

Victor E. Anderson Branch Library

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>Mowing (price per mowing):</u>				
Buffalo Grass	\$ _____	\$ _____	\$ _____	\$ _____
Fescue	\$ _____	\$ _____	\$ _____	\$ _____
<u>Watering (per application):</u>				
Buffalo Grass	\$ _____	\$ _____	\$ _____	\$ _____
Fescue	\$ _____	\$ _____	\$ _____	\$ _____
Landscape trees and shrubs	\$ _____	\$ _____	\$ _____	\$ _____
Landscape plantings	\$ _____	\$ _____	\$ _____	\$ _____

Victor E. Anderson Branch Library, Cont.

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
<u>Chemical Weed Control:</u>				
Contractor will be held responsible for any damages caused by chemical application.				
Buffalo Grass --				
Nutsedge control/application	\$ _____	\$ _____	\$ _____	\$ _____
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Fescue --				
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Spot treatment of broadleaf weeds in all turf areas per 100 sq. ft. of treatment	\$ _____	\$ _____	\$ _____	\$ _____
Spring Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Fall Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Optionals				
Power Raking	\$ _____	\$ _____	\$ _____	\$ _____

Bethany Branch Library

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Mowing (price per mowing):	\$ _____	\$ _____	\$ _____	\$ _____
Watering (per application):	\$ _____	\$ _____	\$ _____	\$ _____
Fertilization (per application):	\$ _____	\$ _____	\$ _____	\$ _____
Chemical Weed Control:				
Contractor will be held responsible for any damages caused by chemical application				
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Spot treatment of broadleaf weeds in all turf areas per 100 sq. ft. of treatment	\$ _____	\$ _____	\$ _____	\$ _____
Spring Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Fall Clean-up	\$ _____	\$ _____	\$ _____	\$ _____

South Branch Library

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Mowing (price per mowing):	\$ _____	\$ _____	\$ _____	\$ _____
Watering (per application):	\$ _____	\$ _____	\$ _____	\$ _____
Fertilization (per application):	\$ _____	\$ _____	\$ _____	\$ _____

South Branch Library, Cont.

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Chemical Weed Control:				
Contractor will be held responsible for any damages caused by chemical application				
Pre-emergent/application	\$ _____	\$ _____	\$ _____	\$ _____
Spot treatment of broadleaf weeds in all turf areas per 100 sq. ft. of treatment	\$ _____	\$ _____	\$ _____	\$ _____
Spring Clean-up	\$ _____	\$ _____	\$ _____	\$ _____
Fall Clean-up	\$ _____	\$ _____	\$ _____	\$ _____

In compliance with the Lincoln City Library Board's invitation for bids and subject to all the conditions thereof, the undersigned bidder has acquainted himself with the Library's grounds and yard work requirements of the contract and does hereby agree to the price(s) as specified above. Bidder shall indicate all costs to Lincoln City Libraries for grounds maintenance services to be provided at Charles H. Gere Branch Library, 2400 South 56th Street; Victor E. Anderson Branch Library, 3635 Touzalin Ave.; Bethany Branch Library, 1810 North Cotner Blvd. and South Branch Library, 2675 South St.

BID SECURITY REQUIRED: None Required

This Contract may be renewed for up to three (3) additional one year periods upon mutual agreement of Lincoln City Libraries and the Contractor.

TERM PRICE CLAUSE: BIDDER MUST STATE

- A. Bid prices firm for the full contract period: _____; or
B. Bid prices subject to escalation/de-escalation: _____.
C. If (b), state period for which bid prices will remain firm through _____.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-107**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES

1. SCOPE

- 1.1 These services shall be performed for Lincoln City Libraries on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.
- 1.3 Landscape maintenance services are for the locations previously specified.
- 1.4 The attached sample service agreement shall be executed with each Contractor selected for award of bid.
 - 1.4.1 Work shall be performed in accordance with the Specifications for Landscape Maintenance Services and requirements stated in the service agreement.
- 1.5 The term of the initial service agreement is from May 1, 2005 through December 31, 2005, with an option to renew on an annual basis for three (3) additional one-year terms, beginning January 1, 2006.
- 1.6 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.7 For additional information regarding these specifications, please contact Vince Mejer, Purchasing Agent, in writing at vmejer@lincoln.ne.us or fax 402-441-6513.

2. CONTRACT AND INSURANCE (see attached)

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and Lincoln City Libraries.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with Lincoln City Libraries on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing Lincoln City Libraries/City of Lincoln as "Named Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide Lincoln City Libraries thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in the attached Appendixes for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Proposal Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.
- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.

- 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
- 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
- 3.4.5 Quality of the bidder's performance of previous work.
- 3.4.6 Total annual cost of the Bid Proposal submitted.
- 3.4.7 Work performance and impact on Lincoln City Libraries personnel and equipment expenses while assisting contractor.
- 3.4.8 Any other information deemed relevant to the service agreement as determined by Lincoln City Libraries.
- 3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the Lincoln City Libraries.
- 3.6 Lincoln City Libraries further reserves the right to analyze bid proposals in detail and to award a contract which Lincoln City Libraries believes to be in their best interests.
- 3.7 Lincoln City Libraries may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.8 Lincoln City Libraries reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
- 4.4 Bids will not be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.5 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
- 4.6 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required landscape maintenance services to the satisfaction of Lincoln City Libraries.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".
- 5.3 Protect all existing plant materials that are at the designated location(s) and replace any or all damaged landscape at no cost to Lincoln City Libraries resulting from landscape maintenance work done by contractor.
- 5.4 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to Lincoln City Libraries.
- 5.5 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the Lincoln City Libraries Building Superintendent, Gary L. Meier, at 441-8555, prior to being done.
 - 5.5.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.
 - 5.5.2 Such information must be faxed to Lincoln City Libraries, attention Gary L. Meier at 402-441-8586 or delivered to the Administrative Offices at 136 South 14th Street before approval by the Library can be given to apply such chemical(s).
- 5.6 Submit to Lincoln City Libraries, Business Office, Attn: Paul Jones, any itemized invoices for landscape maintenance services performed.

- 5.7 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF LINCOLN CITY LIBRARIES

- 6.1 Contract administration shall be done by Gary L. Meier, Building Superintendent, Lincoln City Libraries
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by Lincoln City Libraries.
- 6.3 Any existing water boxes/hooks located on-site at designated landscape maintenance locations shall be clearly marked by the Library.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal Form for work actually done.
- 7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Lincoln City Libraries, Attn: Paul Jones.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 Due to the seasonal nature of the work, payments will be made to the Contractor in May, June, July, August, September, October, November and December.
 - 7.3.2 Invoices must be received in the Library's Business Office by the last day of the month to meet the above schedule. (E.g. May 31, for June payment.)

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
for
**Charles H. Gere Branch Library, Victor E. Anderson Branch Library,
South Branch Library and Bethany Branch Library**

THIS AGREEMENT, made this _____ day of _____, 2005 by and between _____, hereinafter referred to as Contractor and the Board of Trustees of Lincoln City Libraries/City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as the Library.

WHEREAS, the Library wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the Library at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

- 1.1 The Contractor hereby agrees to perform landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through December, 2005, with option to renew for three (3) additional one-year terms upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Listed by Location, see Attached Appendixes 1 through 4.

4. TERMINATION

- 4.1 If services are found not to be in compliance with the provisions of this agreement, the Library Building Superintendent shall notify the Contractor by telephone and in writing of the complaint of non-compliance.
- 4.1.1 The Contractor shall be given twenty-four (24) hours from time of notification to correct the cause of the complaint.
- 4.2 If the Library Building Superintendent issues three (3) written complaints of non-compliance in the period of one (1) calendar month, the Library Board shall have the right to cancel the contract for services with the Contractor.
- 4.2.1 The Library Director shall notify the Contractor in writing of the cancellation of the contract.
- 4.2.2 The contract shall terminate ten (10) days from the date of mailing of the written notice of cancellation.
- 4.2.3 In such event, the Contractor shall have no liability to the Library Board thereunder other than to fully perform such services to the end of said notice period, and the Library Board shall have no liability to Contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

5. INSURANCE

- 5.1 The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

6. INDEMNIFICATION

- 6.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 6.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the Library or its employees.

7. NON-DISCRIMINATION

- 7.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 7.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 7.2.1 Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 7.2.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

8. DRUG FREE WORKPLACE

- 8.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 8.2 The Library reserves the right to request a copy of the Contractor's drug free workplace policy.

9. INDEPENDENT CONTRACTOR

- 9.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

10. INVOICES

- 10.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to Lincoln City Libraries, Attn: Paul Jones
- 10.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT.**
- 10.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

11. ASSIGNMENT

- 11.1 This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the Library.

12. GOVERNING LAW

- 12.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2005.

Lincoln City Libraries

Attest

Library Director

Contractor

Company Name

Street Address

City State Zip Code

Telephone Number(s)

By: (Print)

(Signature)

Title

CHARLES H. GERE BRANCH LIBRARY

1. GENERAL SERVICES REQUIRED (SPECIFIC SERVICES ARE LISTED BY TURF TYPE)

- 1.1 Mowing, Trimming and Weed Control
 - 1.1.1 All sidewalks shall be maintained with a groomed border of approximately 18" in width adjacent to all sidewalk edges; all curbs shall be maintained with a groomed border of approximately 6" in width.
 - 1.1.2 Mowing includes the area between the East boundary of the Prairie Plot and the Library's East property line; an area of approximately 6 to 10 feet in width.
 - 1.1.3 Weather conditions permitting, the mowing season for this contract includes the months of May, June, July, August, September, October and November.
 - 1.1.3.1 **NOTE Mowing of Buffalo Grass is not anticipated after September 30**
 - 1.1.4 Contractor will remove all paper, trash, cans and debris before and after each mowing.
 - 1.1.4.1 All sidewalks, driveways, parking lots, etc. are to be left clear of mowing residue.
 - 1.1.5 Clippings are to be bagged and removed from the premises.
 - 1.1.6 Hand trimming will be required in all areas not accessible to mowers and will be performed with the aid of a string trimmer or other suitable hand trimmer.
 - 1.1.6.1 Hand trimming will be performed around all light posts, signposts, Library identification signs, power poles, in and around bushes, trees, and along all building perimeter walls where grass or any vegetation is growing.
 - 1.1.6.2 All hand trimming to be done on same day as mowing.
 - 1.1.6.3 Trimming price to be included in mowing price.
 - 1.1.7 All areas to be kept weed free, either through hand trimming, manual weeding or chemical control.
 - 1.1.7.1 Weeding to be included in mowing price.
- 1.2 Edging
 - 1.2.1 All curb sides, sidewalk turf edges, all flush paved areas such as terraces, drives, etc. and all other turf edges shall be edged at each mowing.
 - 1.2.1.1 Edging may be done with a string trimmer.
- 1.3 Watering
 - 1.3.1 It is anticipated that watering will not be required; however, in cases of prolonged drought or obvious stress to turf areas, or landscape trees and shrubs, the contractor will be required to water as needed to maintain the health of the turf and plantings.
 - 1.3.1.1 If watering is required it will need to be performed with hose and sprinkler or with a temporary irrigation system.
 - 1.3.1.2 All equipment required for watering shall be supplied, set-up, operated and maintained by the contractor.
 - 1.3.2 In the event that the contractor deems watering necessary for the health of the turf he will be required to notify the Building Superintendent for approval of such watering.
 - 1.3.2.1 No additional fees for watering will be paid without said prior approval.
 - 1.3.3 A per application price for watering shall be listed on the 'Bid Sheet.'
- 1.4 Spring and Fall Clean-up
 - 1.4.1 Spring and Fall clean-ups do not include removal of standing material in wildflower beds.
 - 1.4.2 Contractor shall submit a separate bid for Spring Clean-up and for Fall Clean-up on the bid sheet.
 - 1.4.3 Spring clean-up shall include raking of any matted spots on the lawn (to open for air circulation), routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.3.1 Clean-up also shall include removal of all leaves, etc. from the air conditioner condenser and transformer enclosures.
 - 1.4.3.2 Clean-up to take place prior to start of mowing season.
 - 1.4.3.3 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.4 Fall clean-up shall include routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flowerbeds, air conditioner condenser and transformer enclosures and associated areas.
 - 1.4.4.1 Clean-up shall take place after leaves have fallen. Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.5 Clean-ups may require optionals such as power raking.
 - 1.4.5.1 Optionals to be paid separately at bid price.

- 1.5 Optionals -- to be performed only at the written request of the Building Superintendent.
 - 1.5.1 Power raking - power raking to include grass clean-up and removal.
 - 1.5.1.1 Contractor to submit a separate bid for power raking on bid sheet.
 - 1.5.2 Wildflower Maintenance - Mow and remove cuttings from wildflower areas at the end of the growing season; cuttings to be bagged and removed from the site.
 - 1.5.2.1 Contractor to submit a separate bid for wildflower maintenance on the bid sheet.

2. **SPECIFIC SERVICES REQUIRED -- Listed by Turf Type**

- 2.1 The following services correspond to the attached color-coded map of Gere Branch Library grounds.
 - 2.1.1 Maintenance and management items are listed in sequential order from the beginning of the growing season for each respective turf type seeded.
 - 2.1.2 NOTE -- The contractor will be responsible for any damage caused by chemical application.

Buffalo Grass

- 2.2 Nutsedge control
 - 2.2.1 Spray all affected areas with a minimum of two (2) applications of "Manage" herbicide; follow specified label rate for each specific turf type.
 - 2.2.1.1 First application to be made in early April, as soon as Nutsedge begins to green up; successive applications to be applied as needed to provide control.
 - 2.2.1.2 There is a substantial amount of Nutsedge established on the library grounds, particularly between the sidewalk and street along 56th St. and Normal Blvd. In addition there is a substantial amount of Nutsedge established on the north end of the large rectangular lawn area adjacent to the West Side of the parking lot.
 - 2.2.1.3 The Nutsedge will green up and grow long before buffalo grass.
 - 2.2.1.4 The contractor shall inspect the premises prior to bid submission to ascertain areas where Nutsedge control will be necessary.
- 2.3 Initial Mowing
 - 2.3.1 During the middle of April mow the entire buffalo seeded area close to the ground, about two inches high.
- 2.4 Chemical Control
 - 2.4.1 Apply pre-emergent herbicide by May 1.
 - 2.4.1.1 Required pre-emergent product: *Dimension* -- Application rate to be 1 quart per acre of 1 EC formulation or equivalent.
 - 2.4.1.2 Contractor is responsible for watering in pre-emergent treatment. Costs associated with watering in are to be included in the price for application of chemicals.
 - 2.4.2 Apply spot treatment of *Trimec Plus* as needed throughout the growing season to control broadleaf weeds.
 - 2.4.2.1 Follow all applicable label recommendations.
 - 2.4.3 Contractor to provide separate bid for spot treatment, per 100-sq. ft. treated, on bid sheet.
 - 2.4.4 CAUTION: Do not apply 2-4-D products when temperatures are above 80 degrees or during drought conditions.
- 2.5 Fertilization
 - 2.5.1 Apply a total of two (2) pounds of Nitrogen and one half (1/2) pound of Phosphorus per 1000 sq. ft. of turf.
 - 2.5.1.1 Fertilization to be accomplished in two applications; approximately June 1 and July 1.
 - 2.5.1.2 The contractor shall utilize Sustain 5-2-4 or equivalent fertilizer; Product label shall be utilized to determine equivalency.
 - 2.5.1.3 Product label is to be included with bid if alternate product is bid.
- 2.6 Mowing
 - 2.6.1 Mow all buffalo grass areas to a 4-inch height every three weeks or as needed to maintain appearance and control weeds.
 - 2.6.2 NOTE -- Do Not Remove over 1/3 of the plant height at any mowing.

Little Bluestem

- 2.7 Initial mowing
 - 2.7.1 Mow all areas to a height of two inches (2") by May 1 to remove previous seasons growth.
 - 2.7.2 NOTE -- This is the only mowing required for this turf type.
- 2.8 Nutsedge control
 - 2.8.1 Follow specifications for control of Nutsedge in buffalo grass.
 - 2.8.2 Use the same materials and apply at the same time as buffalo grass areas are treated.

2.9 Chemical weed controls

2.9.1 Follow recommendations for Buffalo grass, includes both Pre and Post-Emergent treatments.

Wildflower and Mid-grass Prairie

2.10 Mowing

2.10.1 NOTE -- Mowing of this area will not be required during this growing season.

2.11 Weed control

2.11.1 Weeds must be controlled to the point that they do not distract from the plantings and to the extent possible are not allowed to go to seed.

2.11.2 The following listed weeds, and any additional weeds identified by the Building Superintendent, must be manually removed from all plantings:

2.11.2.1 Wild Lettuce

2.11.2.2 Curly Dock

2.11.3 No chemical weed controls can be used in these areas as wildflowers will be damaged or destroyed.

2.11.3.1 All weed control must be performed manually by pulling or hoeing off the weeds.

2.12.4 Contractor to include weed control in mowing costs.

Fescue

2.13 Pre-emergent herbicide

2.13.1 Apply pre-emergent in early to mid April.

2.13.2 Follow recommendations for buffalo grass as to product and time of application.

2.13.3 Contractor is responsible for watering in pre-emergent treatment.

2.13.4 Costs associated with watering in are to be included in the price for application of chemicals.

2.14 Fertilization

2.14.1 Contractor shall apply a total of three (3) pounds of Nitrogen per 1000 square feet of turf.

2.14.2 Fertilization is to be accomplished in three applications; one (1) pound applied in the spring, one (1) pound to be applied in late August or early September with a third one (1) pound application to be made in early October.

2.15 Mowing

2.15.1 Mow all fescue turf areas to a height of four inches (4") every three weeks or as needed to provide appearance consistent with surrounding buffalo grass turf areas.

Prairie Plot

2.16. Contractor will be expected to utilize both chemical and manual control methods to significantly reduce the amount of 'smart weed' present within this 'special' planting.

2.17 Contractor will be expected to utilize similar control methods to reduce the overall quantity of wildflowers that are migrating into this area.

VICTOR E. ANDERSON BRANCH LIBRARY

1. GENERAL SERVICES REQUIRED (SPECIFIC SERVICES ARE LISTED BY TURF TYPE)

- 1.1. Mowing, Trimming and Weed Control
 - 1.1.1 Weather conditions permitting, the mowing season for this contract includes the months of May, June, July, August, September, October and November.
 - 1.1.1.1 NOTE Mowing of Buffalo Grass is not anticipated after September 30
 - 1.1.2 Contractor will remove all paper, trash, cans and debris before and after each mowing.
 - 1.1.2.1 All sidewalks, driveways, parking lots, etc. are to be left clear of mowing residue.
 - 1.1.3 Clippings are to be bagged and removed from the premises.
 - 1.1.4 Hand trimming will be required in all areas not accessible to mowers and will be performed with the aid of a string trimmer or other suitable hand trimmer.
 - 1.1.4.1 Hand trimming will be performed around all light posts, signposts, Library identification signs, power poles, in and around bushes, trees, landscape plantings and along all building perimeter walls where grass or any vegetation is growing.
 - 1.1.4.2 All hand trimming to be done on same day as mowing.
 - 1.1.4.3 Trimming price to be included in mowing price.
 - 1.1.5 All areas to be kept weed free, either through hand trimming, manual weeding or chemical control.
 - 1.1.5.1 Weeding to be included in mowing price.
- 1.2 Edging
 - 1.2.1 All curb sides, sidewalk turf edges, all flush paved areas such as terraces, drives, etc. and all other turf edges shall be edged at each mowing.
 - 1.2.1.1 Edging may be done with a string trimmer.
- 1.3 Watering
 - 1.3.1 It is anticipated that watering of turf grass areas and landscape plantings will not be required; however, in cases of prolonged drought or obvious stress to turf areas and/or landscape plantings the contractor will be required to water as needed to maintain the health of the plant materials.
 - 1.3.1.1 If watering is required it will need to be performed with hose and sprinkler or with a temporary irrigation system.
 - 1.3.1.2 All equipment required for watering shall be supplied, set-up, operated and maintained by the contractor.
 - 1.3.2 In the event that the contractor deems watering necessary for the health of the turf, landscape trees and shrubs, or landscape plantings he will be required to notify the Building Superintendent for approval of such watering.
 - 1.3.2.1 No additional fees for watering will be paid without said prior approval.
 - 1.3.3 A per application price for watering turf areas and landscape plantings shall be listed on the 'Bid Sheet.'
- 1.4 Spring and Fall Clean-up
 - 1.4.1 Spring clean-up shall include raking of any matted spots on the lawn (to open for air circulation), routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.1.1 It shall also consist of removal of residue from the previous growing season from the landscape plantings.
 - 1.4.1.2 Clean-up also shall include removal of all leaves, etc. from the air conditioner condenser and transformer enclosures.
 - 1.4.1.3 Clean-up to take place prior to start of mowing season.
 - 1.4.1.4 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.2 Fall clean-up shall include routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds, air conditioner condenser and transformer enclosures and associated areas.
 - 1.4.2.1 Clean-up shall take place after leaves have fallen.
 - 1.4.2.2 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.3 Clean-ups may require optionals such as power raking. Optionals to be paid separately at bid price.
- 1.5 Optionals -- to be performed only at the written request of the Building Superintendent.
 - 1.5.1 Power raking - power raking to include grass clean-up and removal.
 - 1.5.1.1 Contractor to submit a separate bid for power raking on bid sheet.

2. **SPECIFIC SERVICES REQUIRED -- Listed by Turf Type**

- 2.1 The following services correspond to the attached color-coded map of Anderson Branch Library grounds.
 - 2.1.1 Maintenance and management items are listed in sequential order from the beginning of the growing season for each respective turf type seeded.
 - 2.1.2 NOTE -- The contractor will be responsible for any damage caused by chemical application.

Buffalo Grass

- 2.2 Nutsedge control
 - 2.2.1 Spray all affected areas with a minimum of two (2) applications of "Manage" herbicide; follow specified label rate for each specific turf type.
 - 2.2.1.1 First application to be made in early April, as soon as Nutsedge begins to green up; successive applications to be applied as needed to provide control.
 - 2.2.1.2 There is a substantial amount of Nutsedge established on the library grounds, particularly in the area directly south of the library and adjacent to the Medicap Pharmacy.
 - 2.2.1.3 The Nutsedge will green up and grow long before Buffalo grass.
 - 2.2.1.4 The contractor shall inspect the premises prior to bid submission to ascertain areas where Nutsedge control will be necessary.
- 2.3 Initial Mowing
 - 2.3.1 During the middle of April mow the entire buffalo seeded area close to the ground, about two inches high.
- 2.4 Chemical Control
 - 2.4.1 Apply pre-emergent herbicide by May 1.
 - 2.4.1.1 Required pre-emergent product: **Dimension** -- Application rate to be 1 quart per acre of 1 EC formulation or equivalent.
 - 2.4.1.2 Contractor is responsible for watering in pre-emergent treatment. Costs associated with watering in are to be included in the price for application of chemicals.
 - 2.4.2 Apply spot treatment of **Trimec Plus** as needed throughout the growing season to control broadleaf weeds.
 - 6.4.2.1 Follow all applicable label recommendations.
 - 2.4.3 Contractor to provide separate bid for spot treatment, per 100 sq. ft. treated, on bid sheet.
 - 2.4.3.1 **CAUTION:** Do not apply 2-4-D products when temperatures are above 80 degrees or during drought conditions
- 2.5 Fertilization
 - 2.5.1 Apply a total of two (2) pounds of Nitrogen and one half (1/2) pound of Phosphorus per 1000 sq. ft. of turf.
 - 2.5.1.1 Fertilization to be accomplished in two applications; approximately June 1 and July 1.
 - 2.5.1.2 The contractor shall utilize Sustain 5-2-4 or equivalent fertilizer; Product label shall be utilized to determine equivalency.
 - 2.5.1.3 Product label is to be included with bid if alternate product is bid.
- 2.6 Mowing
 - 2.6.1 Mow all Buffalo grass areas to a 4 inch height every three weeks or as needed to maintain appearance and control weeds.
 - 2.6.2 NOTE -- Do Not Remove over 1/3 of the plant height at any mowing.

Fescue

- 3.1 Pre-emergent herbicide
 - 3.1.1 Apply pre-emergent in early to mid April.
 - 3.1.2 Follow recommendations for Buffalo grass as to product and time of application.
 - 3.1.3 Contractor is responsible for watering in pre-emergent treatment.
 - 3.1.4 Costs associated with watering in are to be included in the price for application of chemicals.
- 3.2 Fertilization
 - 3.2.1 Contractor shall apply a total of three (3) pounds of Nitrogen per 1000 square feet of turf.
 - 3.2.2 Fertilization is to be accomplished in three applications; one (1) pound applied in the spring, one (1) pound to be applied in late August or early September with a third, one (1) pound, application to be made in early October.
- 3.3 Mowing
 - 3.3.1 Mow all fescue turf areas to a height of four inches (4") every three weeks or as needed to provide appearance consistent with surrounding buffalo grass turf areas.

Landscape Plantings (including trees and shrubs)

- 4.1 Pre-emergent herbicide – Apply pre-emergent, such as Scott's Halts, in early to mid April, following package recommendations for flowering and foliage plants.
- 4.2 Fertilization – Fertilize in early to mid April with 11/15/11 or other comparable fertilizer.

SOUTH BRANCH LIBRARY

1. GENERAL SERVICES REQUIRED (SPECIFIC SERVICES ARE LISTED BY TURF TYPE)

- 1.1 Mowing, Trimming and Weed Control
 - 1.1.1 Weather conditions permitting, the mowing season for this contract includes the months of May, June, July, August, September, October and November.
 - 1.1.1.1 NOTE Mowing of Buffalo Grass is not anticipated after September 30.
 - 1.1.2 Contractor will remove all paper, trash, cans and debris before and after each mowing.
 - 1.1.2.1 All sidewalks, driveways, parking lots, etc. are to be left clear of mowing residue.
 - 1.1.3 Clippings are to be bagged and removed from the premises.
 - 1.1.4 Hand trimming will be required in all areas not accessible to mowers and will be performed with the aid of a string trimmer or other suitable hand trimmer.
 - 1.1.4.1 Hand trimming will be performed around all light posts, signposts, Library identification signs, power poles, in and around bushes, trees, landscape plantings and along all building perimeter walls where grass or any vegetation is growing.
 - 1.1.4.2 All hand trimming to be done on same day as mowing.
 - 1.1.4.3 Trimming price to be included in mowing price.
 - 1.1.5 All areas to be kept weed free, either through hand trimming, manual weeding or chemical control.
 - 1.1.5.1 Weeding to be included in mowing price.
- 1.2 Edging
 - 1.2.1 All curb sides, sidewalk turf edges, all flush paved areas such as terraces, drives, etc. and all other turf edges shall be edged at each mowing.
 - 1.2.1.1 Edging may be done with a string trimmer.
- 1.3 Watering
 - 1.3.1 It is anticipated that watering of turf grass areas and landscape plantings will be unnecessary; however, in cases of prolonged drought or obvious stress to turf areas and/or landscape plantings the contractor will be required to water as needed to maintain the health of the plant materials.
 - 1.3.1.1 If watering is required it will need to be performed with hose and sprinkler or with a temporary irrigation system.
 - 1.3.1.2 All equipment required for watering shall be supplied, set-up, operated and maintained by the contractor.
 - 1.3.2 In the event that the contractor deems watering necessary for the health of the turf, landscape trees and shrubs, or landscape plantings he will be required to notify the Building Superintendent for approval of such watering.
 - 1.3.2.1 No additional fees for watering will be paid without said prior approval.
 - 1.3.3 A per application price for watering turf areas and landscape plantings shall be listed on the 'Bid Sheet.'
- 1.4 Spring and Fall Clean-up
 - 1.4.1 Spring clean-up shall include raking of any matted spots on the lawn (to open for air circulation), routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.1.1 It shall also consist of removal of residue from the previous growing season from the landscape plantings.
 - 1.4.1.2 Clean-up to take place prior to start of mowing season.
 - 1.4.1.3 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.2 Fall clean-up shall include routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.2.1 Clean-up shall take place after leaves have fallen.
 - 1.4.2.2 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.3 Clean-ups may require optionals such as power raking.
 - 1.4.3.1 Optionals to be paid separately at bid price.
- 1.5 Optionals -- to be performed only at the written request of the Building Superintendent.
 - 1.5.1 Power raking - power raking to include grass clean-up and removal.

BETHANY BRANCH LIBRARY

1. GENERAL SERVICES REQUIRED -- SPECIFIC SERVICES ARE LISTED BY TURF TYPE

- 1.1 Mowing, Trimming and Weed Control
 - 1.1.1 Weather conditions permitting, the mowing season for this contract includes the months of May, June, July, August, September, October and November.
 - 1.1.1.1 NOTE Mowing of Buffalo Grass is not anticipated after September 30.
 - 1.1.2 Contractor will remove all paper, trash, cans and debris before and after each mowing.
 - 1.1.2.1 All sidewalks, driveways, parking lots, etc. are to be left clear of mowing residue.
 - 1.1.3 Clippings are to be bagged and removed from the premises.
 - 1.1.4 Hand trimming will be required in all areas not accessible to mowers and will be performed with the aid of a string trimmer or other suitable hand trimmer.
 - 1.1.4.1 Hand trimming will be performed around all light posts, signposts, Library identification signs, power poles, in and around bushes, trees, landscape plantings and along all building perimeter walls where grass or any vegetation is growing.
 - 1.1.4.2 All hand trimming to be done on same day as mowing.
 - 1.1.4.3 Trimming price to be included in mowing price.
 - 1.1.5 All areas to be kept weed free, either through hand trimming, manual weeding or chemical control. Weeding to be included in mowing price.
- 1.2 Edging
 - 1.2.1 All curb sides, sidewalk turf edges, all flush paved areas such as terraces, drives, etc. and all other turf edges shall be edged at each mowing.
 - 1.2.1.1 Edging may be done with a string trimmer.
- 1.3 Watering
 - 1.3.1 It is anticipated that watering of turf grass areas and landscape plantings will be unnecessary; however, in cases of prolonged drought or obvious stress to turf areas and/or landscape plantings the contractor will be required to water as needed to maintain the health of the plant materials.
 - 1.3.1.1 If watering is required it will need to be performed with hose and sprinkler or with a temporary irrigation system.
 - 1.3.1.2 All equipment required for watering shall be supplied, set-up, operated and maintained by the contractor.
 - 1.3.2 In the event that the contractor deems watering necessary for the health of the turf, landscape trees and shrubs, or landscape plantings he will be required to notify the Building Superintendent for approval of such watering.
 - 1.3.2.1 No additional fees for watering will be paid without said prior approval.
 - 1.3.3 A per application price for watering turf areas and landscape plantings shall be listed on the 'Bid Sheet.'
- 1.4 Spring and Fall Clean-up
 - 1.4.1 Spring clean-up shall include raking of any matted spots on the lawn (to open for air circulation), routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.1.1 It shall also consist of removal of residue from the previous growing season from the landscape plantings.
 - 1.4.1.2 Clean-up to take place prior to start of mowing season.
 - 1.4.1.3 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.2 Fall clean-up shall include routine trimming and pruning of bushes and shrubs, pick up and removal of all branches, twigs, leaves, etc. from lawns, flower beds and associated areas.
 - 1.4.2.1 Clean-up shall take place after leaves have fallen.
 - 1.4.2.2 Building Superintendent shall be notified 24 hours in advance of clean-up.
 - 1.4.3 Clean-ups may require optionals such as power raking.
 - 1.4.3.1 Optionals to be paid separately at bid price.
- 1.5 Optionals -- to be performed only at the written request of the Building Superintendent.
 - 1.5.1 Power raking - power raking to include grass clean-up and removal.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. Commercial General Liability Insurance.

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.